

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**EXTREME ENERGY SERVICES, LLC §
V. § CIVIL ACTION NO.: 4:15-cv-2381
EOG RESOURCES, INC. §**

COMPLAINT

The Complaint of Extreme Energy Services, LLC ("Extreme"), a Louisiana Limited Liability Company, with its principal place of business in the State of Louisiana, with respect, represents as follow:

1.

This Court has jurisdiction under 28 U.S.C. § 1332 based on the diversity of citizenship of the parties and the matter in controversy exceeds the sum of \$75,000, exclusive of interest in cost.

2.

Venue is proper pursuant to 28 U.S. C. § 1391 as defendant is subject to the Court's personal jurisdiction and a substantial part of the omissions giving rise to this claim occurred within this District.

3.

The plaintiff herein is:

Extreme Energy Services, LLC, a Louisiana Limited Liability Company with its principal place of business located at 1016 QCP Park Drive, Broussard, LA 70518-8056.

4.

The defendant herein is:

EOG Resources, Inc. ("EOG"), a Texas Limited Liability Company who is authorized to do and doing business in the judicial district and state, who at all material times, maintained and currently maintains offices in Houston with its registered office at 1999 Bryan Street, Suite 900, Dallas, TX 75201.

5.

On or about March 19, 2012, Extreme, as a thru-tubing, fishing, milling, under reaming and mud motor provider, agreed to perform certain work and furnish certain services to EOG pursuant to a Master Service Agreement in exchange for Extreme's ordinary and customary charges.

6.

On or about March 19, 2012 and continuing through March 2013, Extreme provided its services to EOG at various facilities located throughout South Texas.

7.

On or about October 11, 2012, Extreme invoiced EOG for services rendered.

8.

On the dates shown on the itemized invoices attached hereto for all purposes so as to make the same a component hereof, Extreme supplied the various items of goods, and services which EOG promised and agreed to pay and became bound and obligated to pay. (Invoices attached as Exhibit A).

9.

Extreme invoiced EOG as follows:

- | | | |
|----|---------------------------|--------------------|
| 1. | Invoice No. 2112 - | \$80,712.00 |
| 2. | Invoice No. 2345 - | \$44,341.80 |
| 3. | <u>Invoice No. 2411 -</u> | <u>\$66,633.25</u> |
| | Total | \$191,687.05 |

10.

Despite amicable demand, the balance due and owing in the sum of One Hundred Ninety One Thousand Six Hundred Eighty Seven Dollars and 05/100 (\$191,687.05) remains outstanding, and though demanded to do so, defendant has failed to and refused to pay same, or any part thereof, which sum plaintiff seeks in judgment against defendant, EOG.

11.

More than thirty (30) days have elapsed without payment of the invoices referenced above. Accordingly, Extreme specifically avers that it is entitled to recover the principal above as well as interest.

12.

Extreme specifically avers that at all times material, plaintiff has performed all work requested in good faith and in an appropriate manner and has otherwise complied with the terms of a Master Service Agreement between the parties and EOG has breached the contract by failing to pay Extreme and/or notify it of reasons for non-payment.

13.

Extreme specifically avers that it is entitled to judgment in accordance with the outstanding balance of the aforementioned invoices and all other relief afforded by the Master Service Agreement. Plaintiff is entitled to recover all amounts due to it, as well as interest thereon, attorney's fees, and costs of collection and other costs as may be taxable for the breach of this contract by EOG.

WHEREFORE, plaintiff, Extreme Energy Services, LLC prays for judgment in its favor against the defendant, EOG Resources, Inc., awarding plaintiff all sums due, together with costs, legal interest, attorney's fees and all other equitable relief.

Respectfully submitted,

DAIGLE FISSE & KESSENICH, PLC

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**ATTORNEYS FOR EXTREME ENERGY
SERVICES, LLC**

CERTIFICATE OF SERVICE

I do hereby certify that a copy of the above and foregoing has been served upon all counsel of record by electronic notice in accordance with Local Rules to those counsel receiving electronic notice, and all others by depositing same in the United States Mail, postage prepaid and properly addressed, this 18th day of August, 2015.

/s/ Michael W. McMahon
MICHAEL W. McMAHON